



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: November 10, 2025

Subject: **Franchise Agreement with Google Fiber for Installation of Network Facilities in City Right of Way**

ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for a franchise agreement with Google Fiber Georgia LLC for the installation of network facilities in city right of way.

SUMMARY

Google Fiber has requested to enter into a franchise agreement with the city to allow installation and operation of a fiber optic network in the city right of way for the purpose of offering communication services including internet service to residents and businesses. The agreement would also facilitate collection of a small amount of franchise fees for existing Google service in Dunwoody.

In exchange for the city granting a franchise agreement for use of city right of way, the agreement includes the following commitments by Google:

- Obtain approval through the city's utility permit process prior to constructing or altering facilities. As a condition of permit for large build-outs, the city can require reimbursement from Google for inspection costs incurred by the city.
- Repair any damage caused by its work
- Relocate any of its facilities if necessary for a city project
- Pay 2% of gross revenues earned to the city for broadband service provided
- Indemnify the city for third-party claims due to negligence or wrongful conduct
- Provide insurance and performance bonds

The term of the agreement is fifteen years with subsequent automatic 5-year renewals unless terminated by either party.

**A NON-EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE CITY OF DUNWOODY, GEORGIA,
AND GOOGLE FIBER GEORGIA, LLC
FOR THE INSTALLATION OF NETWORK FACILITIES
IN THE CITY PUBLIC RIGHT-OF-WAY**

This Franchise Agreement ("**Agreement**") is by and between the City of Dunwoody, Georgia, a municipal corporation of the State of Georgia ("**City**"), and Google Fiber Georgia, LLC, a Georgia limited liability company and its subsidiaries, successors, or assigns ("**Franchisee**").

RECITALS

- A. City has jurisdiction and control over the use of certain public rights-of-way in City, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public right-of-way, including related facilities such as medians, parkways, sidewalks, public way, public place or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of City dedicated to public vehicular or pedestrian transportation or utility uses ("**Public ROW**").
- B. Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and/or control a fiber optic infrastructure network in Public ROW ("**FTTP Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Services**"), and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City ("**Customers**").
- C. The FTTP Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, City and Franchisee agree as follows:

1. Limited Permission to Encroach and Occupy.

- 1.1. Permission to Encroach on and Occupy Public ROW. Upon the occurrence of the events set forth herein and subject to the conditions set forth in this Agreement, City grants Franchisee permission to encroach on and occupy the Public ROW (the "**Franchise**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the FTTP Network and the related Network



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Broadband Franchise Agreement Between City of Dunwoody and Google Fiber Georgia, LLC

Facilities (the “**Work**”) in order to offer Services to residents and businesses in City. This Agreement and the Franchise do not authorize Franchisee to use any City or other public property other than the Public ROW as defined herein. Franchisee’s use of any other City or other public property, including without limitation poles and conduits, buildings, parks, grounds, lots, and parcels, will be governed under one or more separate agreements regarding those properties.

- 1.2. Subject to State and Local Law. This Agreement and the Franchise are subject to City’s valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. Franchisee shall at all times comply with the city’s code of ordinances (“City Code”), as may be amended from time-to-time.
- 1.3. Subject to City’s Right to Use Public ROW. This Agreement and the Franchise are at all times subject and subordinate to City’s prior and continuing right to use the Public ROW, including, but not limited to, constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City’s grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
- 1.6. Non-Exclusive. The Franchise is not exclusive. City expressly reserves the right to grant franchises, permits, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever (“**Person**”), as well as the right in its own name as a municipality, to use Public ROW for purposes similar to or different from those allowed Franchisee under this Agreement.
- 1.7. No Waiver of Police Power. Neither this Agreement nor the Franchise shall be construed to waive or otherwise restrict the City’s lawful exercise of its police power.

2. Franchisee’s Obligations.

- 2.1. Individual Permits Required. Franchisee will obtain City’s prior approval of required individual encroachment, construction, and other necessary permits as may be required by state law or City Code before placing, replacing, repairing, or altering its Network Facilities in the Public ROW. Franchisee will provide to City any information lawfully required or reasonably requested by City as necessary to evaluate permit applications as contemplated under this Section 2.1. Franchisee



acknowledges that as a condition of permit for large construction build-outs, the City may require payment for reasonable, actual, and documented inspection costs incurred by the City. Franchisee will pay all lawful processing, field marking, engineering, inspection and/or any other associated fees before City issues individual permits.

- 2.2. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Franchisee will comply with all applicable laws and regulations, including the City Code, when performing the Work.
- 2.4. Undergrounding. Franchisee will install or relocate its FTTP Network underground in those areas and portions of City where all transmission and distribution facilities of the public utilities providing electric and communications services are required by City Code, ordinance, or regulation to be placed underground. In those areas where any third-party electricity or communications transmission or distribution facilities remain above ground, Franchisee may install or keep and retain its Network Facilities above ground until such third-party facilities are required to be moved underground.
- 2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Franchisee shall comply with all applicable building, electric and other safety codes.
- 2.6. Non-Interference. Franchisee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Franchisee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities or with vehicular or pedestrian traffic or sight lines.
- 2.7. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public or private nuisance.
- 2.8. Repair. Franchisee will promptly, and within any timeframes required by City Code or permitting requirements, repair any damage to the Public ROW, City property, or private property if such damage is caused by Franchisee's Work unless another Person is primarily responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by State law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, determined in the reasonable discretion of the City.
- 2.9. Identification of Network Facilities. Franchisee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the



parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.

- 2.10. Cooperation in Joint Trench Opportunities. Franchisee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Franchisee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Franchisee's plans, as reasonably determined by the Franchisee. Without limiting the foregoing, the cooperation opportunity would not be deemed sufficiently compatible with Franchisee's plan where the opportunity involves different areas of the Public ROW than Franchisee has permission to occupy under this Agreement. Franchisee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.
- 2.11. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City will, however, make reasonable efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City will provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City for its actual documented costs or expenses incurred for any such work performed by City, the cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.
- 3.2. Removal of Abandoned Network Facilities. If Franchisee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Franchisee will notify City and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place if such facilities are authorized to be abandoned in place by City Code or permit. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental or Public Purposes. If Franchisee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a lawful governmental or other public purpose, such as, by way of example but not limitation, the construction of a new



water or sewer line or the widening, straightening, or relocation of a public road or the construction of any public or civic improvement project, Franchisee will, upon written notice from City, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as the City may require. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Franchisee to relocate or remove its Network Facilities with less than 180 days' notice, unless otherwise mutually agreed upon by the parties or necessitated by public safety or similarly exigent circumstances.

- 3.4. Relocation to Accommodate Third Parties. Unless otherwise required by law, Franchisee shall not be required to permanently relocate its facilities to accommodate a third party if doing so would materially and adversely affect Franchisee's ability to provide Services.
- 3.5. Non-Discrimination. To the extent permitted by and consistent with applicable law, the City will not unreasonably discriminate between Franchisee and other similarly situated non-incumbent facilities-based broadband internet access service providers with respect to its management of their use of the Public ROW.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by the City Code or permitting requirements. Before proceeding with removal or relocation work, Franchisee will apply for and obtain a street encroachment permit from the City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf. Such contractors and subcontractors shall, at all times, comply with the terms of this Agreement and the City Code, and Franchisee shall at all times be responsible for the work of its contractors or subcontractors relating to the construction, maintenance or operation of the FTTP Network or the Network Facilities and for its contractors' or subcontractors' compliance or failure to comply with this Agreement or the City Code.
- 4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A ("Authorized Individuals")**. City will accept permit applications under



this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. **Franchise Fee.** Franchisee will pay City a fee ("**Franchise Fee**") which will compensate City for Franchisee's use and occupancy of Public ROW pursuant to the Franchise. Franchisee and City acknowledge and agree that the Franchise Fee provides fair and reasonable compensation for Franchisee's use and occupancy of Public ROW as authorized. The Franchise Fee will begin accruing on the **Effective** Date and be calculated as follows:

- 5.1. **Franchise Fee.** Franchisee will pay City a Franchise Fee equal to two percent (2%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the Effective Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

- 5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee from the provision of Broadband Services using the FTTP Network. Gross Revenues will include all consideration paid to Franchisee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW. Gross Revenues include but are not limited to:

- (i) all fees charged to end-user customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee or cost imposed on Franchisee by this Agreement, whether or not Franchisee chooses to separately itemize the fee or cost on its bills to end-user customers (including without limitation the Franchise Fee set forth in this Agreement).

- 5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user customers, or City;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees to the City;
- (iv) revenue derived from the provision of Services to end-user customers where none of the Network Facilities, or any other facilities of Franchisee or any affiliate, that are used to provide such Services are located in Public ROW;



- (v) any forgone revenue from Franchisee's provision of Services to customers at no charge if required by state law;
 - (vi) any revenue derived from advertising;
 - (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
 - (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Franchisee may make available to its customers;
 - (ix) any tax of general applicability imposed upon Franchisee's end-user customers (but not on Franchisee) by City or by any state, federal, or any other governmental entity, and required to be collected by Franchisee and remitted to the taxing entity (such as sales and use taxes and utility users taxes); the license fee imposed by Section 5.1.1 (ii) is not excluded from the calculation of Gross Revenues;
 - (x) any forgone revenue from Franchisee's provision, in Franchisee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Franchisee; provided, however, that any forgone revenue which Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Franchisee.]
- 5.2. **Use of Facility by Third Party.** In the event that Franchisee subleases or otherwise permits a third party to use any part of its equipment, property, facility(ies), or any other component of the FTTP Network subject to this Agreement, whether with the City's approval or not, under no circumstances is Franchisee relieved from any obligation or liability hereunder, including but not limited to Franchisee's payment obligations hereunder.
- 5.3. **Fee Itemization.** Provided it does so in an accurate and non-misleading manner, Franchisee may itemize, as a separate line item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, the portion of the price of the Services that is attributable to Franchisee's recovery of revenues sufficient to pay the Franchise Fee.
- 5.4. **Audit.** City may examine the business records of Franchisee as permitted under applicable law to monitor and ensure Franchisee's compliance with this Section 5, during reasonable times and following no less than thirty (30) days' prior written notice. Franchisee will keep all business records reflecting its gross revenues for at



least three (3) years. City may, in the event of a dispute concerning compensation under this Section 5, bring an action in any court of competent jurisdiction.

- 5.5. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 30 days from the specified due date will be assessed interest at a rate of one (1) percent per month.
- 5.6. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law applicable to the City and this Agreement that (i) prohibits collection by any right-of-way franchising authority of any franchise fee from all providers of Services, or (ii) reduces the percentage of revenue on which the franchise fee paid by all providers of Services is based to a percentage that is lower than the revenue percentage set forth in Section 5.1 hereof, then Franchisee will have no obligation to pay the Franchise Fee, or to pay the Franchisee Fee based on such reduced revenue percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the revenue percentage will be commensurately reduced.
- 5.7. Fee Excludes Costs and Taxes. The Franchise Fee required by this Section shall be exclusive of, and in addition to, (a) any costs incurred by, or any cost reimbursement requirement imposed on, Franchisee to comply with this Agreement, and (b) any other tax, fee, or assessment lawfully imposed on Franchisee by the City or any other governmental entity.

6. Indemnification.

- 6.1. Obligations. Franchisee will defend and indemnify City, its officers, elected representatives, employees and agents from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death caused by negligence, recklessness, or intentional wrongful conduct of Franchisee or its contractors or subcontractors arising from the construction, operation, maintenance or repair of the FTTP Network or Network Facilities, or Franchisee's exercise or enjoyment of the rights granted by this Agreement or the Franchise ("Claims"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by City's employees that are covered under applicable workers' compensation laws.
- 6.2. Notice of Claims. City will give prompt written notice to Franchisee of any Claim or threatened Claim no later than thirty (30) calendar days after City receives written notice of the action, suit, or proceeding. City's failure to give the required notice will not relieve Franchisee from its obligation to indemnify City unless, and only to the extent that Franchisee is materially prejudiced by such failures.
- 6.3. Defense. Franchisee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Franchisee and City will have the right to participate in the defense at its own expense. If Franchisee does not assume control or otherwise participate in the



defense of any Claim, Franchisee will be bound by the results obtained by City with respect to the Claim. If Franchisee assumes the defense of a Claim, then in no event will Franchisee cause the City to admit to any liability with respect to, or settle, compromise or discharge, any Claim against the City without the City's prior written consent.

7. **Limitation of Liability.** EXCEPT FOR FRANCHISEE'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6 HEREOF, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
8. **Performance Bond.** Franchisee will, promptly after the Effective Date, provide City with a performance bond in the amount of Fifty Thousand dollars (\$50,000) (the "Minimum Performance Bond"), naming City as obligee and guaranteeing Franchisee's faithful performance of its obligations under this Agreement. Notwithstanding the foregoing, the parties agree that the City reserves the right to require an additional performance bond, in excess of the Minimum Performance Bond but not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00)(the "Increased Activity Performance Bond"), if, in the City's reasonable discretion, the scope of any particular construction work performed pursuant to this Agreement warrants an increased performance bond amount, subject to the following conditions: i) the City will meet in advance with Franchisee to discuss in good faith the potential for and amount of any such proposed increase; and ii) the City will allow a reasonable period of time for Franchisee to post the Increased Activity Performance Bond; iii) to the extent Franchisee provides the Increased Activity Performance Bond, Franchisee may immediately cancel or amend the Minimum Performance Bond for the duration of time in which the Increased Activity Performance Bond is in effect; and iv) Franchisee shall only be required to maintain the Increased Activity Performance Bond during such period of increased construction work by Franchisee and after such period the City shall, upon the reasonable request of Franchisee, permit Franchisee to cancel or amend the Increased Activity Performance Bond and reinstate the Minimum Performance Bond. At Franchisee's election, any performance bond previously provided by Franchisee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. **Insurance.**
 - 9.1. **Required Coverage.** Franchisee will carry and maintain the following insurance:
 - 9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.
 - 9.1.2. Workers' Compensation with policy limits not less than the City's requirements.



- 9.2. Proof of Insurance. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative at the following address:

City of Dunwoody
Attn: Richard Platto, Risk Manager
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With a copy to:

City of Dunwoody
Attn: Ken Bernard, City Attorney
4800 Ashford Dunwoody rod
Dunwoody, Georgia 30338

10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Franchise will expire automatically on the fifteen-year anniversary of the Effective Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the Franchise will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by City for Breach.

11.1.1. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred and twenty (120) days' after Franchisee's receipt of notice from City of any material breach which remains uncured as of the conclusion of that time period.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, or directly or indirectly through equity sale or merger, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assignee shall assume all obligations or liabilities of the assigning party under the Agreement, whether arising before or after the effective date of the transfer or assignment. If the assignee agrees in writing to this assumption, then the assigning party will be released from all of its rights and obligations upon such assignment.

- 12.1. Notwithstanding the foregoing, and subject to the conditions set forth in Section 12.2 below, Franchisee may at any time, on written thirty (30) days prior written



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notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

- 12.1.1. to any Affiliate (as defined below) of Franchisee;
 - 12.1.2. to any successor in interest of Franchisee's business operations in City connection with any merger, acquisition, or similar transaction if Franchisee reasonably determines after appropriate investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
 - 12.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in City if Franchisee reasonably determines after appropriate investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.
- 12.2. In the case of any assignment under Section 12.1, the Affiliate, successor or purchaser shall submit to the City within 45 days of consummation of the transaction (a) its address, principal place of business and contact information, and (b) an affirmative declaration that it accepts the terms of this Agreement and will assume all obligations or liabilities of the Franchisee under the Agreement, whether arising before or after the effective date of the transfer, assignment or purchase, and that it will comply with all applicable federal, state and City laws and regulations regarding the placement and maintenance of facilities in the Public ROW.
- 12.3. Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (ii) "control" will mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Franchisee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Franchisee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.



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Meet and Discuss. Notwithstanding any other provision contained herein, before City or Franchisee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Franchisee and City will first make a good-faith effort to resolve their dispute by discussion.

14. **General Provisions**. This Agreement is governed by the laws of the State of Georgia. Any action arising under this Agreement will be brought exclusively in the state courts of DeKalb County, Georgia. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

[Signature page follows]



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Signed by authorized representatives of the parties on the dates written below.

FRANCHISEE:
GOOGLE FIBER GEORGIA, LLC

CITY:
CITY OF DUNWOODY, GEORGIA

(Authorized Signature)

(Name)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Date: _____

Mayor

Address:
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

Date: _____



EXHIBIT A FORM OF LETTER OF AUTHORIZATION

[FRANCHISEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section ____ of the Franchise Agreement dated _____ between the City of _____ and Google Fiber Georgia, LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. *[If applicable: This letter amends and supersedes the Letter of Authorization dated _____.]*

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Georgia, LLC



EXECUTION VERSION

Broadband Franchise Agreement Between City of Dunwoody and Google Fiber Georgia, LLC